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SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS

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Executive Director

ANDREW B. FREMIER
Deputy Executive Director

March 22, 2010

**REQUEST FOR PROPOSAL
for Freeway Service Patrol Systems Integration Services
Letter of Invitation**

Dear Consultant:

The Metropolitan Transportation Commission Service Authority for Freeways and Expressways ("MTC SAFE") invites your firm to submit a proposal to provide systems integration services for the Bay Area's Freeway Service Patrol program.

This letter, together with its enclosures, comprises the Request for Proposal (RFP) for this project. Responses should be submitted in accordance with the instructions set forth in this RFP.

Proposal Due Date

Proposers interested in performing the work required under this RFP must submit one original, six (6) hard copies, and one (1) softcopy (MS WORD or PDF on CD) to MTC SAFE, c/o of the Project Manager at the address given below, no later than **Wednesday April 14, 2010 at 4:00 PM PST. Proposals received after that date and time will not be considered.**

A submitted proposal shall be considered a firm offer to provide the services described for a period of one hundred twenty (120) days from the date of submittal.

Proposals and all inquiries relating to this RFP shall be submitted to the Project Manager at the address shown below. E-mail inquiries may be directed to jfox@mtc.ca.gov.

Joanna Fox
MTC SAFE
Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, CA 94607-4700
510/817-5937

Background

The Bay Area Freeway Service Patrol (FSP) is a joint program of the Metropolitan Transportation Commission Service Authority for Freeways and Expressways (MTC SAFE), the California Highway Patrol (CHP) and the California Department of Transportation (Caltrans). The purpose of the program is to reduce traffic congestion by quickly clearing accidents and other incidents, thus increasing safety, and reducing harmful emissions within the Bay Area. The service is provided by private tow truck companies, selected through a competitive bid process, under contract to MTC SAFE. A fleet of 85 trucks (65 tow trucks, 10 pickup trucks and 3 flatbeds - plus 7 backup trucks) patrols 540+ miles of the Bay Area's freeways. Patrol routes are

selected based on several factors, including a high rate of traffic and congestion, frequent accidents or stalls, and lack of shoulder space for disabled vehicles

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A significant component of the Freeway Service Patrol is the radio and data telecommunications system, which 1) provides information critical to assessing the effectiveness of the FSP program, and 2) assists FSP dispatchers, tow operators and FSP staff with a variety of tasks. These tasks include providing uninterrupted voice and data communications to and from dispatchers and the tow operators, collecting statistics on tow operator assists, wait times, etc., and providing supplementary remote supervision via an automated vehicle locator (AVL) system. Since December, 2004, MTC SAFE has contracted with a system integrator who has maintained the FSP server and its data connection to FSP subsystems. This contract expires on June 30, 2010.

Minimum Qualifications

To be considered for this project, the proposer must demonstrate in its proposal the following minimum qualifications:

- Experience working with software programming platforms, including Microsoft Visual Studio 2005, Microsoft Visual C#, and knowledge of Unix network interfaces;
- Experience working with end users to develop front-end user interface applications to import/export data into and out of relational database applications, including Microsoft SQL server 2005;
- Experience working with windows and linux-based operating systems , including Windows Server 2003, Red Hat Linux, Windows XP, Windows Vista, and Windows 7;
- Experience working with remote and on-site systems administration, including network security, system hardware and software maintenance, including CVS source control system and VMWare Infrastructure 3;
- Experience working with network system components, including router/switch and LAN/WAN configuration, programming and setup, particularly with Cisco products;
- Project management and coordination expertise with a systems engineering approach; and
- Proof of certification as a Cisco Certified Network Professional (CCNP).

Scope of Work, Schedule and Budget

A preliminary scope of work for the project is set out in *Appendix A, Scope of Work*, which describes the services required under this RFP. Detailed information concerning the FSP data telecommunications systems and the major needs and problems the System Integrator will be addressing are included in the RFP as *Appendix A-1, System Description*.

MTC SAFE has established a budget that will cover special projects based upon the Contractor's hourly rate and materials. Proposers are requested to submit their most cost-effective proposal for the work detailed in *Appendix A, Scope of Work*. To assist in preparing a budget for this project, the current contract average work hours are included in *Appendix A, Scope of Work*.

The initial contract term will begin on June 1, 2010 and conclude June 30, 2013. MTC at its sole option may extend the contract for two (2) additional three (3) year periods. Any contract

extensions are subject to approval of future budgets and approval by the MTC Operations Committee.

Requests for Exceptions, and Addenda

Requests for clarification/questions and requests for exception or modification to provisions of the RFP must be received no later than 10:00 A.M., April 7, 2010 to guarantee consideration and a response.

Any addenda to this RFP and questions and answers regarding requirements will be published on MTC's website <www.mtc.ca.gov/jobs/contracts>. Proposers are responsible for checking the website for any addenda and responses to questions released.

Proposal Evaluation

Proposals will be evaluated in accordance with the evaluation factors listed in Section V, *Proposal Evaluation*, of the RFP. MTC SAFE reserves the right to accept or reject any or all proposals submitted, waive minor irregularities in proposals, request additional information or revisions to offers or to negotiate with any or all Proposers. Any contract award will be to the Proposer that presents the proposal that, in the opinion of MTC SAFE, is the most advantageous to MTC SAFE, based on the evaluation factors specified in Section V, *Proposal Evaluation*.

Contractor Selection Timetable

Closing date/time for receipt of requests for clarification/exceptions	10 AM, April 7, 2010
Closing date for receipt of objections to RFP provisions	No later than five (5) working days prior to the date proposals are due
Closing date/time for receipt of proposals	April 14, 2010, at 4:00 PM PST
Interviews (<i>if necessary</i>)	Week of April 26, 2010
Issue Best and Final Offer (<i>if necessary</i>)	April 2, 2010
Recommend Award to Operations Committee	May 14, 2010
Execution of Contract	June 1, 2010 (approximate)

General Conditions

MTC SAFE will not reimburse any Proposer for costs related to preparing and submitting a proposal. Materials submitted by Proposers are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*).

A synopsis of MTC SAFE's contract provisions is in *Appendix E, Synopsis of Provisions in MTC SAFE's Standard Consultant Agreement*. In particular, your attention is directed to the insurance provisions in *Appendix E-1*. Any requests for exception to the insurance requirements must be brought to MTC SAFE's attention on or before the date and time established above; otherwise, willingness to comply with the insurance requirements will be assumed.

must be brought to MTC SAFE's attention on or before the date and time established above; otherwise, willingness to comply with the insurance requirements will be assumed.

Authority to Commit MTC SAFE

Based on an evaluation conducted by an evaluation panel, the Executive Director will recommend a Contractor to the Operations Committee, which will commit MTC SAFE to the expenditure of funds in connection with this RFP.

Thank you for your participation.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew B. Fremier". The signature is fluid and cursive, with the first name "Andrew" and last name "Fremier" clearly distinguishable.

Andrew B. Fremier
Deputy Executive Director, Operations

ABF: JF

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REQUEST FOR PROPOSALS
of the
METROPOLITAN TRANSPORTATION COMMISSION
SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS

for

FSP SYSTEMS INTEGRATION SERVICES

March 22, 2010

Joseph P. Bort MetroCenter
101 Eighth Street
Oakland, California 94607-4700

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I. BACKGROUND & PROGRAM DESCRIPTION

A. Freeway Service Patrol Program

The Bay Area Freeway Service Patrol (FSP) Program is a joint program of the Metropolitan Transportation Commission Service Authority for Freeways and Expressways (MTC SAFE), the California Highway Patrol (CHP) and the California Department of Transportation (Caltrans). A special team of tow truck drivers, employed by private tow truck companies under contract to the MTC SAFE, continuously patrol certain sections of congested freeways. The tow truck drivers look for stranded motorists and offer help by changing a flat tire, "jump starting" a dead battery, refilling a radiator or providing a gallon of fuel. If the automobile still won't start, it is towed off the freeway to the nearest California Highway Patrol-identified location. All of this is free of charge to the motorist. A fleet of 85 trucks (65 tow trucks, 10 pickup trucks and 3 flatbeds - plus 7 backup trucks) patrols 540+ miles of the Bay Area's freeways.

A significant component of the Freeway Service Patrol is the radio and data telecommunications system, which: 1) provides information critical to assessing the effectiveness of the FSP program; and 2) assists FSP dispatchers, tow operators and FSP staff with a variety of tasks. These tasks include providing uninterrupted voice and data communications to and from dispatchers and the tow operators, collecting statistics on tow operator assists, wait times, etc., and providing supplementary remote supervision via an automated vehicle locator system. Since December, 2004, MTC SAFE has contracted with a system integrator who has maintained the FSP server and its data connection to FSP subsystems; this contract expires on June 30, 2010. The services requested in this RFP include the services provided by the current system integrator.

B. Program Description

To maintain the radio and data telecommunications system, MTC SAFE manages contracts with software and hardware contractors, as well as analog and digital wireless and wireline service providers. Key to the maintenance and operation of the data telecommunications system is the FSP Systems Integrator. Services provided by the FSP Systems Integrator include:

- Programming the FSP server, including its backend database structure, user interface, and software connections to the CHP CAD, X-gate, and AVL system,;
- Providing software maintenance via remote access to the FSP server, Mentor X-gate and Mentor AVL operating system, and network hardware maintenance; and
- Advising the FSP partners on FSP server-related problems and improvements.

The Systems Integrator will provide regularly scheduled maintenance, which, in general, includes the maintenance of connections between the FSP server and the CHP CAD, Mentor X-gate, and Mentor AVL systems, and router/switch/firewall/cable configuration within the FSP telecommunications system. The Systems Integrator will also support FSP staff with projects to enhance the telecommunications systems and other special data integration projects. The scope of work is detailed further in *Appendix A, Scope of Work*.

System Goals

- **Reliability.** Maintain the reliability of the voice and data networks, thus providing a level of confidence in the data system;
- **Performance.** Maintain the overall performance of the data network as measured by the time it takes to send and receive messages to and from the tow trucks;
- **Integration.** Integrate components with external freeway management and/or incident detection systems, maintain an open system architecture; and
- **Management.** Reduce the level of complexity involved with maintaining the data communications network and simplify troubleshooting operations.

Project Objectives

- **Maintenance.** Continue maintenance of the FSP Computer, its integration to the external systems and improve maintenance of the overall FSP telecommunications network. Continue maintenance of the X-gate and AVL operating systems, their hardware, router, switches, firewall and cables;
- **On-site Network Support.** Provide on-call/on-site network support to troubleshoot problems;
- **Analysis.** On-going analysis of the FSP telecommunications system in order to recommend and implement solutions to encountered problems; and
- **Special Projects.** Support special projects related to the FSP telecommunications system.

II. MINIMUM QUALIFICATIONS

To be considered for this project, the proposer must demonstrate in its proposal the following minimum qualifications:

- Experience working with software programming platforms, including Microsoft Visual Studio 2005, Microsoft Visual C#, and knowledge of Unix network interfaces;
- Experience working with end users to develop front-end user interface applications to import/export data into and out of relational database applications, including Microsoft SQL server 2005;
- Experience working with windows and linux-based operating systems , including Windows Server 2003, Red Hat Linux, Windows XP, Windows Vista, and Windows 7;
- Experience working with remote and on-site systems administration, including network security, system hardware and software maintenance, including CVS source control system and VMWare Infrastructure 3;
- Experience working with network system components, including router/switch and LAN/WAN configuration, programming and setup, particularly with Cisco products;
- Project management and coordination expertise with a systems engineering approach; and.
- Proof of certification as a Cisco Certified Network Professional (CCNP).

III. SCOPE OF WORK, SCHEDULE AND BUDGET

A. Scope of Work

The Systems Integrator shall provide: 1) On-line/on-site support and troubleshooting for the FSP server and its system interfaces, the X-gate and AVL operating systems, and FSP workstations and laptops; 2) regularly scheduled maintenance of the FSP server and its system interfaces, as well as the X-gate and AVL server operating systems; and 3) deliverables-based advice, programming and maintenance of special projects, as described in *Appendix A, Scope of Work*.

The Systems Integrator will be responsible for contacting all necessary support vendors to diagnose and resolve the issue. FSP partners from MTC SAFE, CHP and Caltrans will provide access to FSP-related data telecommunications equipment at the MTC SAFE, CHP or Caltrans offices during regular business operating hours, and during special circumstances, will provide access during off-business hours.

B. Period of Performance

The initial contract term will begin on June 1, 2010 and conclude June 30, 2013. MTC at its sole option may extend the contract for two (2) additional three (3) year periods. Any contract extensions are subject to approval of future budgets and approval by the MTC Operations Committee.

C. Budget

MTC SAFE has established a budget that will cover on-line/onsite support and fixed monthly maintenance plus special projects based upon the Contractor's hourly rate and materials. Proposers are requested to submit their most cost-effective proposal for the work detailed in *Appendix A, Scope of Work*. Average hours per month per task are solely for budgeting purposes and do not reflect actual hours that Contractor may work in any given month.

IV. FORM OF PROPOSAL

Proposers must submit one original, six (6) hard copies and one (1) softcopy of their proposal (in MS Word or PDF on CD) by **April 14, 2010 at 4:00 PM PST** to be considered.

Proposals should be typed with a minimum 12-point font and submitted on 8 ½" x 11" paper, using a single method of fastening. Softcopies of proposals must be submitted in electronic format in MS WORD or non-restricted PDF on CD. Proposal content and completeness are most important. Although no page limitation will be imposed, clarity is essential and will be considered in assessing the proposers' capabilities. All proposals should contain the following:

A. Transmittal Letter

An official authorized to bind the Proposer must sign the transmittal letter. The transmittal letter should identify the project team, including lead Contractor and any subcontractors. The transmittal letter should also include the name, telephone number and email address of the primary contact person. The transmittal letter should include a statement that the proposal is a binding offer to contract with MTC SAFE according to the requirements, including the insurance

requirements, of this RFP for a period of one hundred twenty (120) days from the due date for submission of proposals.

B. Title Page

Title page showing the RFP subject, the name of the proposer's firm, address, telephone number, name of contact person, and the date.

C. Table of Contents

A table of contents that includes a clear identification of the material by section and page number.

D. General Approach to Software Integration

This section should clearly convey the proposer's general understanding of the nature of the work and the general approach to be taken. The proposal should generally address how the System Integrator will manage the FSP server/X-gate/AVL systems and its system interfaces, as well as the FSP workstations and laptops. Systems integration techniques that need consideration include, but are not limited to:

- Programming flexibility for progressive needs;
- Risk management and assessment;
- Resolving technical issues and completing special projects through manageable and achievable steps;
- Aggressive quality assurance testing (system verification); and
- Documentation of all processes, including problem identification and resolution.

This section of the proposal should comment or elaborate on these ideas in enough detail to communicate to MTC SAFE the Proposer's understanding of work involved.

E. Project Approach

1. Discuss specific system integration/system engineering techniques and processes to be used that will: 1) ensure effective software and hardware programming, configuration and maintenance; and 2) provide thorough diagnosing techniques to troubleshoot the FSP system.
2. Describe your approach to managing resources, including a description of the role of any subcontractors, their specific responsibilities, and how their work will be supervised (if applicable). Describe response mechanisms for dealing with problems and MTC SAFE concerns.
3. Identify potential problem areas, bottlenecks, and any other obstacles to successful and timely maintenance and software programming. Describe how you plan to address and overcome these obstacles.
4. Discuss methods, both formal and informal, used to track and resolve issues that may occur during project software integration lifecycle.

F. Qualifications and References

This section should clearly demonstrate that the proposer meets the minimum qualifications set forth in Section II of this RFP:

1. A description of the proposer's qualification relative to *Section II, Minimum Qualifications*.
2. A one-page resume summarizing the training and experience of key project personnel. If applicable, include resumes for key subcontractor personnel, along with *Appendix C, Subcontractor Form*.
3. A brief description (one page maximum) of any previous projects similar to the services requested, indicating the project title, timing, budget, sponsoring agency and sponsor project manager, and roles played by individuals proposed for this study. Please include the name of the contact person, agency for whom the work was performed, telephone number, and year that the work was done. References may be checked.
4. A list of any contracts with MTC SAFE, the CHP, or Caltrans entered into by the contractor or any of its subcontractors in the past three years, including a brief description of the scope of work, the contract amount, and date of execution.

G. Proposed Budget

This section should include an estimated project budget, in the form set forth on the Bid Form attached hereto as *Appendix B* of this RFP. The budget should also include work to be performed by proposed subcontractors (if applicable).

1. On-line/on-site support and monthly base maintenance:
Costs should anticipate all items listed under the Scope of Work, including monthly base maintenance and on-line/on-site support, as outlined under Sections I and II, of *Appendix A, Scope of Work*.
2. Special Projects:
Hourly rate(s) for special projects, to be compensated based upon time and materials or deliverables-based, as outlined under Section III, of *Appendix A, Scope of Work*. Submit hourly rates for potential subcontractors/team members (if applicable).

H. California Levine Act Statement

Submit a signed Levine Act statement (*Appendix D*).

V. PROPOSAL EVALUATION

A. Verification of Minimum Qualifications

The Project Manager will review proposals to ensure that each proposal meets the minimum qualifications set out in *Section II, Minimum Qualifications* of this RFP. Proposers failing to meet the minimum qualifications will not be considered.

B. Review for General Responsiveness

The Project Manager, in consultation with the MTC SAFE Office of General Counsel, will conduct an initial review of the proposals for general responsiveness and inclusion of the items requested in Section IV, Form of Proposal. Any proposal that does not include enough

information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive. A proposal that fails to include one or more items requested in Section IV, Form of Proposal, may be considered complete and generally responsive, if evaluation in every factor is possible.

C. Evaluation Factors

Those responsive proposals that meet the minimum qualifications will then be evaluated by a panel of MTC and FSP Partner Staff on the basis of the following evaluation factors, listed in order of relative importance:

1. Cost Effectiveness- 35%

- Cost effectiveness will be determined by equally weighing the “Support and Maintenance” total monthly costs and a blended burdened hourly rate comprised of the “Special Projects” fully burdened hourly rates listed in *Appendix B*. To determine the burdened hourly rate, the panel will average the three hourly rates given in *Appendix B*, weighing the Primary Systems Integrator at 70% and the Other Technicians at 15% each.

2. Project Approach- 20%

- Approach to managing the unique needs and risks of software applications;
- Resource allocation (personnel and expenditures), in terms of quality and quantity, to key tasks, including the hours and appropriateness of personnel assigned to each task as listed in *Appendix B*;
- Approach to conducting and completing special projects, including but not limited to: 1) understanding of the purpose and requirements of the project; 2) effectively managing and coordinating all project resources, including subcontractors; and
- Process used to track and resolve issues that arise during project lifecycle.

3. Software Project Management Experience- 15%

- Individual project staff and firm qualifications and experience in project management and in software integration/systems engineering;

4. Technical Experience- 15%

- Range (depth and breadth) of understanding of available technologies and systems, their costs and trade-offs;

5. Writing and Communication- 15%

- Writing ability as shown, in major part, by the written proposal and demonstrated ability to present technical information clearly to both technical and non-technical audiences.

Following the initial evaluation, the panel may elect to recommend award to a particular proposer or may enter into interviews and/or discussions with a “short list” of proposers, consisting of those proposers reasonably likely, in the opinion of the evaluation panel, to be awarded the contract.

D. Proposer Discussions

The purpose of discussions with a proposer on the “short-list” will be to identify to that proposer specific deficiencies and weaknesses in its proposal and to provide the proposer with the opportunity to consider possible approaches to alleviating or eliminating them. These deficiencies or weaknesses may include such things as technical issues, management approach, cost, or team composition. Discussions may take place through written correspondence (including e-mail) and/or face-to-face during interviews. The proposer, as well as other key personnel identified by the evaluation panel, will be expected to participate in any interview/discussions.

MTC SAFE reserves the right to not convene oral interviews/discussions and to make an award on the basis of initial proposals.

E. Request for Best and Final Offer

Following the discussions, MTC SAFE will give the proposers on the “short-list” the opportunity to revise their written proposals to address the concerns raised during discussions through issuance of a Request for Best and Final Offer (BAFO). A proposer shall be prepared to submit its BAFO in accordance with the procurement schedule in the letter of invitation. Following receipt of the BAFOs, the evaluation panel will re-evaluate the proposals, as revised, against the evaluation criteria. The evaluation panel will then recommend a proposer to the Executive Director. If approved by the Executive Director, the recommendation will be presented to the MTC SAFE Operations Committee for approval.

VI. GENERAL CONDITIONS

A. Limitations

This Request for Proposals (RFP) does not commit MTC SAFE to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

B. Award

Any award made will be to the Consultant whose proposal is most advantageous to MTC SAFE, based on the evaluation criteria outlined above.

C. Binding Offer

A signed proposal submitted to MTC SAFE in response to this RFP shall constitute a binding offer from Proposer to contract with MTC SAFE according to the terms of the proposal for a period of one hundred twenty (120) days after the due date for submission of proposals to MTC SAFE.

D. Contract Arrangements

A synopsis of MTC SAFE’s contract provisions is enclosed for your reference as *Appendix E*. If a proposer wishes to propose a change to any standard MTC SAFE contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is requested, the

Consultant will be deemed to accept MTC SAFE's standard contract provisions, unless such language is protested in accordance with the procedures in Section VI.E of the RFP.

The selected Consultant will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix E-1*. Consultant agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements listed in *Appendix E-1, Insurance Requirements*, within five (5) days of MTC's notice to firm that it is the successful proposer. Requests to change MTC SAFE's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. MTC SAFE will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to MTC SAFE determinations on requests to change insurance requirements must be brought to MTC SAFE's attention no later than the date for protesting RFP provisions listed above. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFP, compliance with all material insurance requirements will be assumed.

E. Selection Disputes

A Proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular Contractor on the grounds that MTC SAFE procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the MTC SAFE Project Manager a written explanation of the basis for the protest:

- 1) No later than five (5) working days prior to the date proposals are due, for objections to RFP provisions;
- 2) No later than 4:00 pm of the third working day after the date on which the proposer is notified that it was found to be non-responsive; or
- 3) No later than 4:00 pm of the third working day after the date on which contract award is authorized or the date the Proposer is notified that it was not selected, whichever is later, for objections to Consultant selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the MTC SAFE Operations Committee authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the MTC SAFE review officer to recommend a resolution to the MTC SAFE Executive Director.

The MTC SAFE Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular firm by MTC SAFE's Operations Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the protesting Proposer wish to appeal the decision of the Executive Director, it may file a written appeal with the MTC SAFE Operations Committee, no later than three (3) working

days after receipt of the written response from the Executive Director. The Operations Committee's decision will be the final agency decision.

F. Public Records

This RFP and any material submitted in response to this RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt by law. Proposals will remain confidential until the MTC SAFE Operations Committee has authorized award. Other than information exempt from disclosure by law, the content of proposals submitted to MTC SAFE will be made available for inspection consistent with its policy regarding Public Records Act requests.

G. Liquidated Damages

Time is of the essence in this project. Contractor's failure to provide services according to the requirements listed *Appendix A, Scope of Work*, will result in damages being sustained by MTC SAFE. Since it is impractical and infeasible to determine the actual amount of such damage, it is further agreed that Contractor shall pay to MTC SAFE, as agreed, fixed and liquidated damages and not as a penalty, the amount specified hereunder for delay in service, and Contractor shall be liable for the amount thereof.

MTC SAFE may deduct the sum of liquidated damages from progress payment(s) due under this Contract as follows:

<i>Description</i>	<i>LD's</i>
<i>Failure to respond within 60 minutes to on-line/on-site support requests during normal business hours on more than 4 occasions during a 30 day period</i>	<i>20% of monthly base</i>
<i>Failure to respond by the first regular business hour for on-line/on-site support during off business hours on more than 4 occasions during a 30 day period</i>	<i>20% of monthly base</i>

APPENDIX A, SCOPE OF WORK

I. On-line/On-site Support

The Systems Integrator will provide on-line/on-site support in the following manner:

Description	Timeframe	Response time
A problem call from FSP partner staff and/or current FSP vendor contractor is reported to the Systems Integrator, or the problem is identified by the Systems Integrator	M-F 8am-5pm PST	Immediate (no more than 60 minutes from notification of problem) response time via on-line to diagnose the problem and to inform the Project Manager via email or phone regarding the nature of the problem. If the problem cannot be resolved via on-line, an on-site visit (and/or trouble call to the vendor associated with the problem) must be initiated within two hours of when the trouble was discovered.
	Off-business hours	As needed. However; the Systems Integrator shall be on-site (and/or initiate the trouble call to the vendor associated with the problem) at the onset of the first regular business operating hour.

The Systems Integrator will be responsible for contacting all necessary support vendors to diagnose and resolve identified problems. FSP partners from MTC SAFE, CHP and Caltrans will provide access to FSP-related data telecommunications equipment at the MTC SAFE, CHP or Caltrans offices during regular business operating hours, and during special circumstances, will provide access during off-business hours.

II. Base Maintenance

Regularly scheduled base maintenance and support includes the minimum service that is required to maintain the FSP server and its system interfaces, as well as other functions that must be performed on a continuing basis. Base maintenance shall be provided via online and/or onsite access, depending upon the nature of the problem. The number of hours is an average estimate over the course of the contract and will increase or decrease according the nature of maintenance required for that month. The below listed average hours per month per item do not reflect actual hours that Contractor may work. Notwithstanding any mutually agreed upon additional efforts, amounts budgeted for these tasks will remain fixed from month to month. Items within base maintenance include, but are not limited to, the sample tasks listed below:

Item	Description	Tasks	Avg. # hours/month
A. Server/ Backup/ Laptop/ Workstation Hardware Maintenance	Provide continuing hardware preventative maintenance to ensure proper operation of server/workstation/laptop components.	Replace failed server disk drives, support users with failed workstation or laptop components by using vendor warranty support. (Replacement hardware shall be billed through task order or other means, and not through base maintenance.)	15
B. Software Maintenance	Provide continuing software preventative maintenance to ensure proper performance of server/workstation/laptop components.	Ensure appropriate memory allocation to virtualized systems, move virtualized systems between physical servers to balance load, maintain FSP server code, apply critical operating system and firmware updates.	10
C. Network Maintenance	Provide continuing preventative maintenance to the routers, switches, firewall, and network lines between these components.	Detect/address data bottlenecks, configure routers, switches, firewall and cables, communicate with vendors to assist in troubleshooting/resolving network problems.	5
D. Server Databases	Provide continuing preventative maintenance on database, including (but not limited to) the FSP incident database and maintenance databases (SQL)	Maintain, backup, archive, restore FSP databases. Ensure databases are populated in real-time, maintain reasonable data retrieval performance.	5
E. Documentation	Update documentation that describes the FSP system hardware and data flow system	Update and maintain the physical data and voice network diagram, update the FSP data schema, update the Interface Control Documents between the servers when necessary.	1
F. Work Progress Reports	Prepare a detailed monthly report in a format required by MTC SAFE. Deliverables: Monthly Progress Reports	Each function performed during the reporting period and the hours spent on that activity, and any associated task order, are included.	1
G. Project Manager Support	Prepare task orders for additional work as directed by the Partners.	Answer phone calls, prepare reports, documents/ written materials, and respond to general questions or requests for support. Attend teleconferences as requested by the Partners.	5
H. Administrative Functions	Prepare invoices and perform accounting functions.	Make copies; prepare items for mailing, filing, record keeping, and other administrative activities.	1

It is assumed that the Contractor will provide, at no additional cost to MTC SAFE, their own access to the FSP systems via voice communications, dedicated high-speed internet connectivity, and other communication methods as deemed necessary between MTC SAFE and the Systems Integrator.

III. Special Projects

The Systems Integrator may undertake special projects that involve the upgrade, modification, replacement, simplification, integration and/or enhancement of the telecommunications system. Expenditure of funds for these special projects shall be authorized by the MTC SAFE project manager based on a time and materials and/or deliverables basis, and may or may not be authorized before the end of this contract.

The following is a tentative list of potential special projects to be undertaken during the course of the initial 36-month term of the contract:

Project	Description
CHP CAD Interface programming	Work with CHP IT to develop an interface with the updated CHP CAD. CAD technical specifications are yet to be determined.
Web Portal	Develop a web-based data portal to allow users to securely access FSP incident data and maintenance databases.

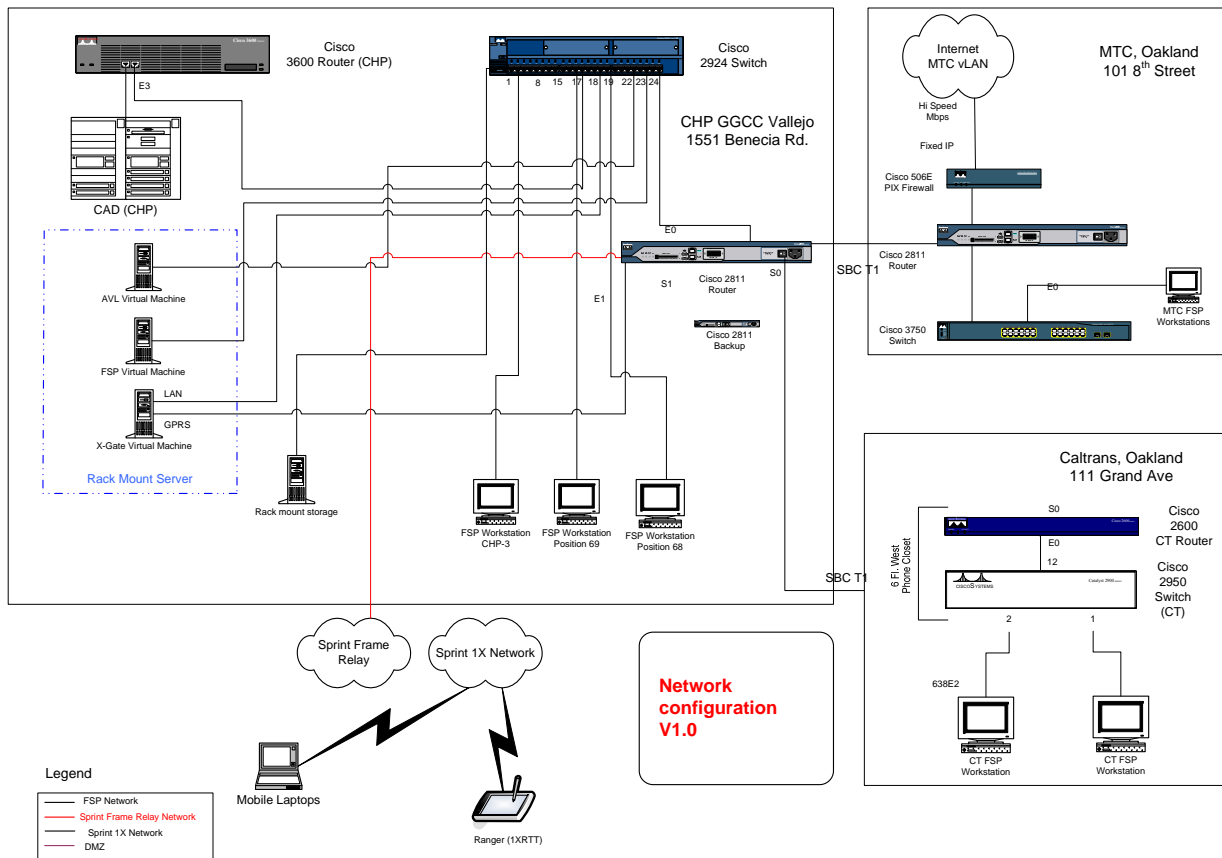
Appendix A-1- System Description

The FSP telecommunications comprises of several components, most of which the FSP Systems Integrator will be responsible for maintaining. Below is a comprehensive list of these components:

Component	Location	Description	Responsibility
Data hardware			
Virtualized HP servers	Golden Gate CHP	Two HP DL385 servers house the primary and backup FSP systems, primary and test X-Gate system, and primary and test Streets AVL system, all virtualized through VMWare Infrastructure 3.	Systems Integrator
HP Data storage system	Golden Gate CHP	One HP MSA 2012i HA SAS houses 14 Windows XP operating systems and provides storage for the SQL databases.	Systems Integrator
Switches, Routers, Firewall	Various	At Golden Gate CHP- one Cisco 3560 switch and four 2811 routers (primary, cold backup, Sprint and AT&T). At MTC- one 2811 router, one 3750 switch, and one 506E firewall. At Caltrans- one 2600 router, and one 2950 switch.	Systems Integrator
Workstations, laptops	Various	Ten laptops and six workstations (Dell and HP).	Systems Integrator
Mobile Data Terminals	Tow trucks	Mobile Data Terminals (MDT's), also known as Mentor Ranger Units, are operated by the tow operators to provide field data.	Mentor Engineering
Data Communications			
T-1 Lines (Inter-agency)	CHP, Caltrans and MTC	One T-1 line between CHP and Caltrans, one T-1 line between CHP and MTC. Systems integrator shall be responsible for contacting AT&T or Sprint to resolve data problems.	Systems Integrator (for contacting AT&T to resolve issues)
T-1 line (data)	MTC	One T-1 line provides internet data connectivity to the FSP system	Systems Integrator (for contacting AT&T to resolve issues)
Frame Relay	Sprint	One frame relay to provide data connectivity between the MDT's and our FSP network system. Systems integrator shall be responsible for contacting Sprint to resolve data problems.	Systems Integrator (for contacting Sprint to resolve issues)
Voice Network			
Tow truck and base station radios	Field	90 tow truck radios and six base station radios (Kenwood) TK8180 maintain voice communications between tow truck operators and CHP	Absolute Wireless, Crystal Communications
Radio Frequency Use	Field	Trunked 480-512 MHz frequency is used for our voice network.	Crystal Communicatios
Leased Lines (Voice)	Between southern repeater sites and AAA Hayward	The Monument, Presson and San Bruno repeaters are directed towards Hayward where they terminate into base stations that are connected via leased telephone lines to the CHP GGCC in Vallejo.	MTC

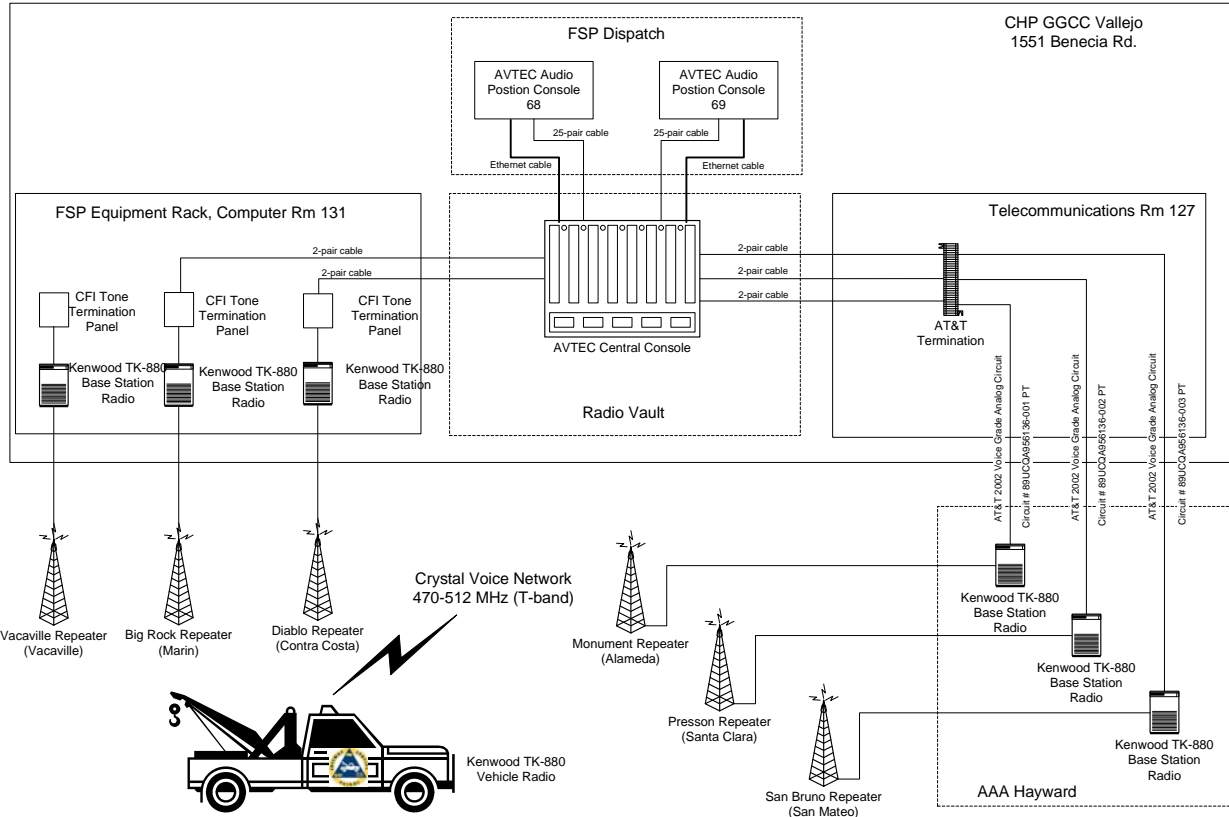
APPENDIX A-1 (cont.) **FSP Physical Data Network Diagram**

The following is a physical layout of the FSP data telecommunications system, including its logical connections between all components and their locations.



*Current as of 3/22/2010

APPENDIX A-1 (cont.) **FSP Physical Voice Network Diagram**



*Current as of 3/22/2010

As noted in the Base Maintenance, the Contractor is expected to maintain the physical voice network diagram. The Contractor is not expected to maintain any of the equipment noted in the voice network.

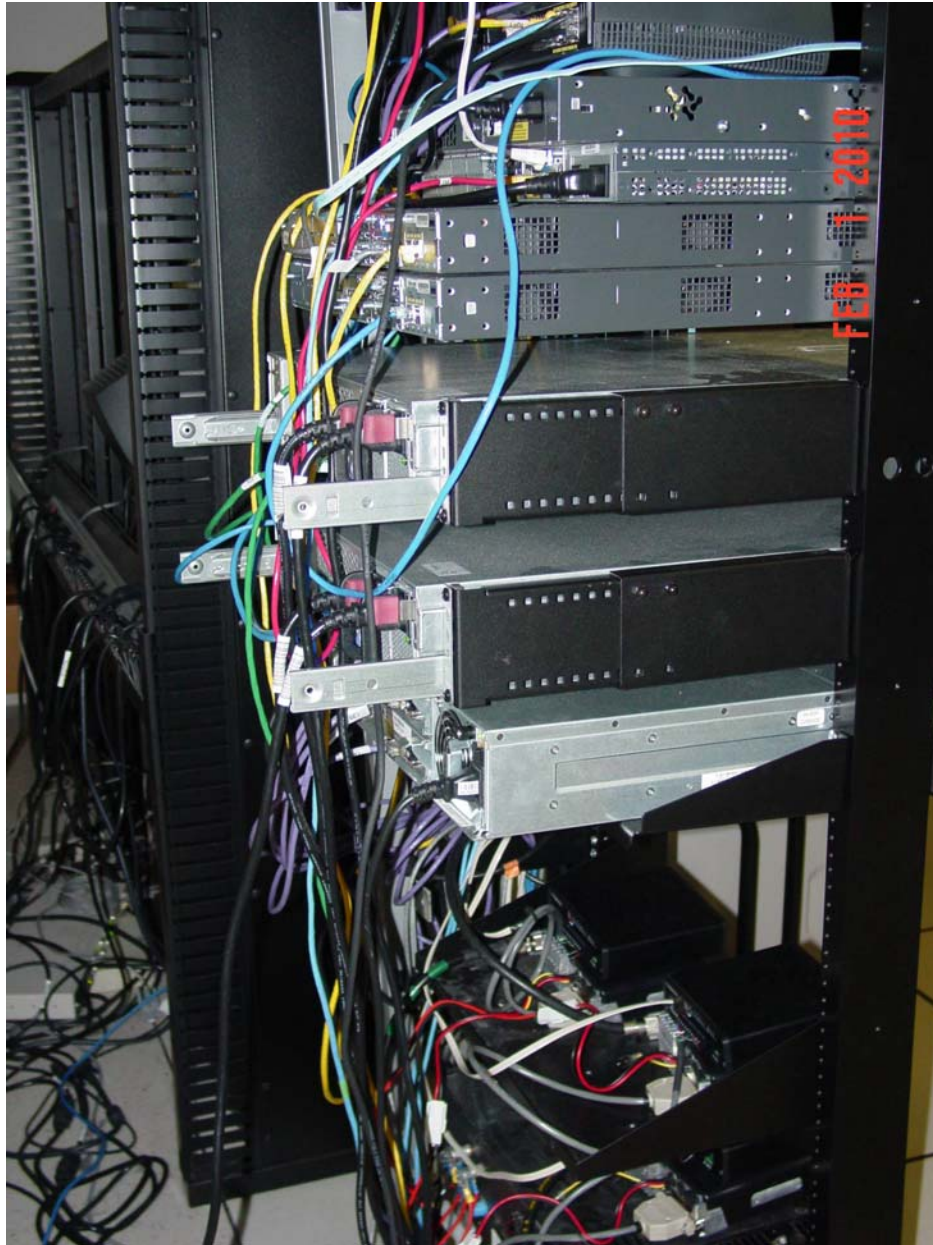
APPENDIX A-1 (cont.)
Server Room Pictures



APPENDIX A-1 (cont.)
Server Room Pictures



APPENDIX A-1 (cont.)
Server Room Pictures

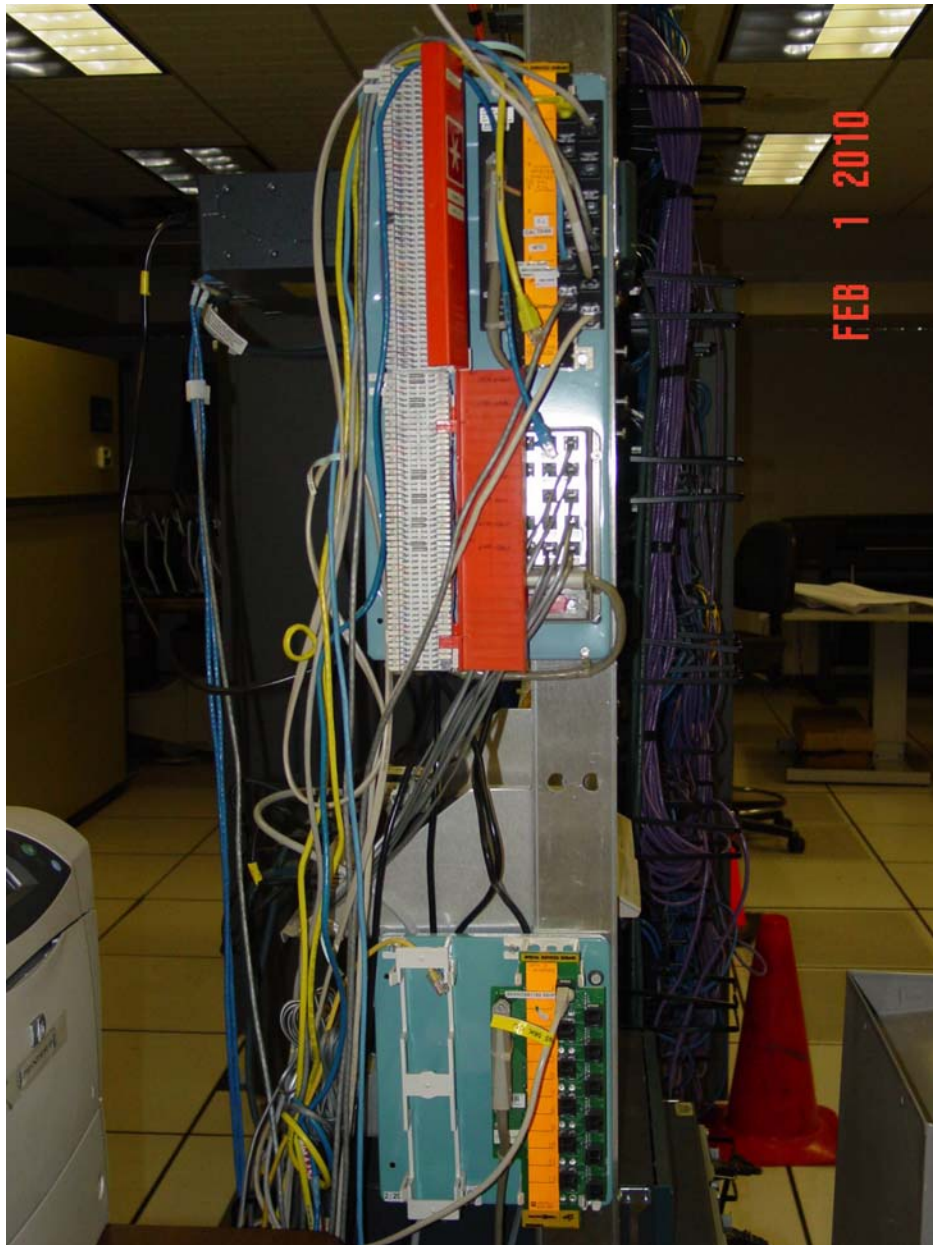


APPENDIX A-1 (cont.)
Server Room Pictures



Equipment in this photo is shown for reference only and will not be handled by the Systems Integrator.

APPENDIX A-1 (cont.)
Server Room Pictures



Freeway Service Patrol

San Francisco Bay Area FSP Program

Beat	Contractor	Weekday Hours	
		A.M.	P.M.
1	Redhill Towing	6-10	3-6:30
2	Redhill Towing	6-noon	noon-7
3	Palace Garage	6-10	3-7
4	Ken Betts Towing	6-10	3-7
5	K&S Towing	6-9	2-6:30
6	Atlas Towing	6-noon	noon-7
7	Campbell's Towing	6-10	3-7
8	Campbell's Towing	6-10	3-7
9	Sunrise Enterprise 87	6-10	3-7
10	B&A Body Works & Towing	6-noon	noon-7
11	Ken Betts Towing	6-noon	noon-7
12	Bill's Towing	6-10	2:30-6:30
13	Myers Towing	6-10	3-7
14	Yarborough Bros. Towing	6:30-9:30	3:30-6:30
15	Lima Tow	6:30-9:30	3:30-6:30
16	Sierra Hart	6-10	3-7
17	Myers Towing	6-10	3-7
18	Campbell's Towing	6-9	3-7
19	Sideline Tow	6:30-9:30	3-6
20	Matos Towing & Transport	5:30-9:30	3-7
21	Palace Garage	5:30-9:30	3:30-7
22	Campbell's Towing	5:30-9:30	3-7
23	Roadrunner Tow	6-9	3:30-6:30
24	K&S Towing	5:30-9:30	3:30-7
25	Ken Betts Towing	6:30-9:30	3:30-6:30
26	Palace Garage	6-9:30	3:30-6:30
27	Bill's Towing	6-9:30	3-6:30
28	Roadrunner Tow	6-9	3:30-6:30
29	Nelson's Tow	6-9:30	3:30-6:30
30	Courtesy Tow	6-9	4-7
31	Courtesy Tow	6-9	4-7
32	Vacaville Tow	6-9	3:30-6:30
33	Palace Garage	6-9	3-6:30
34	Ken Betts Towing	6-9:30	3:30-7
35	Vacaville Tow	6-9	3:30-6:30

Notes: Sunday afternoon service provided for Beats 1, 2, 3, 4, 8, 11, 12, 13, 14, 17, 22, 27, 28, 31, 34 & 37.
Saturday and Sunday service provided on Beat 17 in Napa from 8 am - 6:30 pm.

Street base map © Thomas Bros. Maps.
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APPENDIX B, BID FORM

Provide your contact information, monthly subtotal/total for Support and Maintenance, and Contractor/Subcontractor area of expertise and hourly rate under Special Projects. Refer to *III. Scope of Work* for more detail.

Name of Company	
Primary Contact	
Proposer Address	

Support and Maintenance	Subcategory	Monthly Budget*
(For a description, refer to Attachment A, Scope of Work, Section I, On-line/ On-site Support and II. Base Maintenance.)	Server/Backup/Laptop/Workstation/Hardware Maintenance	\$
	Software Maintenance	\$
	Network Maintenance	\$
	Server Databases	\$
	Documentation	\$
	Work Progress Reports	\$
	Project Manager Support	\$
	Administrative Functions	\$
	monthly total	\$

*Notwithstanding how many hours are actually worked, these amounts will remain fixed from month to month.

Special Projects	Name of proposer/team member*	Area of expertise	Burdened hourly rate
(For a description of sample projects, refer to Attachment A, Scope of Work, Section III, Special Projects)	Primary Systems Integrator:		
			\$
	Other Staff Technician:		
			\$
	Other Staff Technician:		
			\$

*At least one team member must be a Cisco Certified Network Professional (CCNP)

APPENDIX B - BID FORM (Continued)

Minimum Qualifications:

Check either yes or no.	<u>Yes</u>	<u>No</u>
Do you have experience working with software programming platforms, including Microsoft Visual Studio 2005, Microsoft Visual C#, and knowledge of Unix network interfaces?		
Do you have experience working with end users to develop front-end user interface applications to import/export data into and out of relational database applications, including Microsoft SQL server 2005?		
Do you have experience working with windows and linux-based operating systems, including Windows Server 2003, Red Hat Linux, Windows XP, Windows Vista, and Windows 7?		
Do you have experience working with remote and on-site systems administration, including network security, system hardware and software maintenance, including CVS source control system and VMWare Infrastructure 3?		
Do you have experience working with network system components, including router/switch and LAN/WAN configuration, programming and setup, particularly with Cisco products?		
Do you have project management and coordination expertise with a systems engineering approach?		
Are you a certified Cisco Certified Network Professional (CCNP)?		

Signature of Authorizing Official:

Name of Proposing Company	
Address	
Phone Number	
E-Mail	
License Number and Type	
Representative Name and Title	
Name of Authorizing Official	
By signing below you acknowledge and agree to provide the required services, and comply with all the terms and conditions (including all applicable insurance requirements) listed in this RFP.	
Authorized Signature	
Date	

**APPENDIX C,
SUBCONTRACTOR FORM**

1.	Name of Subcontractor
	Representative Name & Title
	Phone No.
	Work to be Performed
	References

2.	Name of Subcontractor
	Representative Name & Title
	Phone No.
	Work to be Performed
	References

3.	Name of Subcontractor
	Representative Name & Title
	Phone No.
	Work to be Performed
	References

APPENDIX D, CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC’s commissioners include:

Tom Azumbrado
Tom Bates
Dave Cortese
Dean J. Chu
Chris Daly
Bill Dodd

Dorene M. Giacomini
Federal D. Glover
Scott Haggerty
Anne W. Halsted
Steve Kinsey
Sue Lempert
Jake Mackenzie

Jon Rubin
Bijan Sartipi
James P. Spering
Adrienne J. Tissier
Amy Rein Worth
Ken Yeager

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

☐ YES ☐ NO

If yes, please identify the commissioner: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

☐ YES ☐ NO

If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

APPENDIX E, SYNOPSIS OF PROVISIONS IN MTC SAFE'S STANDARD CONSULTANT AGREEMENT

The selected consultant will be required to sign MTC SAFE's standard consultant agreement, a copy of which standard agreement may be obtained from the Project Manager for this RFP. In order to provide bidders with an understanding of some of MTC SAFE's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. THE ACTUAL LANGUAGE OF THE STANDARD CONSULTANT AGREEMENT SUPERSEDES THIS SYNOPSIS.

Termination: MTC SAFE may, at any time, terminate the Agreement upon written notice to Consultant. Upon termination, MTC SAFE will reimburse the Consultant for its costs for incomplete deliverables up to the date of termination. Upon payment, MTC SAFE will be under no further obligation to the Consultant. If the Consultant fails to perform as specified in the agreement, MTC SAFE may terminate the agreement for default by written notice following a period of cure, and the Consultant is then entitled only to compensation for costs incurred for work products acceptable to MTC SAFE, less the costs to MTC SAFE of rebidding.

Insurance Requirement: See *Appendix E-1*.

Independent Contractor: Consultant is an independent contractor and has no authority to contract or enter into any other agreement in the name of MTC SAFE. Consultant shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

Indemnification: Consultant agrees to defend, indemnify and hold MTC SAFE harmless from all claims, damages, liability, and expenses resulting from any negligent or otherwise wrongful act or omission of Consultant in connection with the agreement. Consultant agrees to defend any and all claims, lawsuits or other legal proceedings brought against MTC SAFE arising out of such negligent or wrongful acts or omissions. The Consultant shall pay the full cost of the defense and any resulting judgments.

Data Furnished by MTC SAFE: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC SAFE Data") made available to the Consultant by MTC SAFE for use by the Consultant in the performance of its services under this Agreement shall remain the property of MTC SAFE and shall be returned to MTC SAFE at the completion or termination of this Agreement. No license to such MTC SAFE Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant's use or possession of such MTC SAFE Data. Any updates, revisions, additions or enhancements to such MTC SAFE Data made by the Consultant in the context of the Project shall be the property of MTC SAFE.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("Work Product") written or produced by the Consultant under this Agreement and provided to MTC

SAFE as a deliverable shall be the property of MTC SAFE. Consultant will be required to assign all rights in copyright to such Work Product to MTC SAFE.

Personnel and Level of Effort: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No substitution of personnel or substantial decrease of hours will be allowed without prior written approval of MTC SAFE.

Subcontracts: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of MTC SAFE. MTC SAFE is under no obligation to any subcontractors.

Consultant's Records: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to MTC SAFE for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of MTC SAFE can have any interest in this agreement or its proceeds and Consultant may not have any interest which conflicts with its performance under this Agreement.

Governing Law. The Agreement shall be governed by the laws of the State of California.

APPENDIX E-1 - INSURANCE REQUIREMENTS

Minimum Insurance Coverages. CONSULTANT shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of A-X or better.

Yes (✓)	Please certify by checking the boxes at left that required coverages will be provided within five (5) days of MTC's notice to firm that it is the successful proposer.
_____	<u>Workers' Compensation Insurance</u> in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of CONSULTANT's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC SAFE. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONSULTANT is a sole proprietor with no employees.
_____	<p><u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONSULTANT and CONSULTANT's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnatee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form.</p> <p>MTC SAFE, and its commissioners, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from CONSULTANT's operations.</p>
_____	<u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by CONSULTANT and CONSULTANT's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.
_____	<u>Umbrella Insurance</u> in the amount of \$5,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance.
_____	<u>Errors and Omissions Professional Liability Insurance</u> in an amount no less than \$2,000,000. If such policy is written on a "Claims-Made" (rather than an "occurrence") basis, CONSULTANT agrees to maintain continuous coverage in effect from the date of the commencement of services to at least three (3) years beyond the termination or completion of services or until expiration of any applicable statute of limitations, whichever is longer. The policy shall provide

	coverage for all work performed by the CONSULTANT and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the CONSULTANT. No contract or agreement between the CONSULTANT and any subcontractor/consultant shall relieve the CONSULTANT of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by the CONSULTANT and any subcontractor/consultant working on behalf of the CONSULTANT on the project.
_____	<u>Property Insurance</u> covering CONSULTANT'S own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC SAFE (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC SAFE. If such insurance coverage has a deductible, the CONSULTANT shall also be liable for the deductible.

By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of MTC SAFE's notice to firm that it is the successful proposer.

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC SAFE's attention no later than the date for protesting RFP provisions. If such objections are not brought to MTC SAFE's attention consistent with the protest provisions of this RFP, compliance with the insurance requirements will be assumed.